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Attorneys for *Plaintiff*,
6 *Deutsche Bank National Trust Company, as*
Indenture Trustee of the Aames Mortgage
7 *Investment Trust 2004-1*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

9
10 DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS INDENTURE TRUSTEE OF
11 THE AAMES MORTGAGE INVESTMENT
TRUST 2004-1,

12 Pl aintiff,

13 vs.

14 REO INVESTMENT ADVISORS V LLC;
HERITAGE ESTATES HOMEOWNERS
15 ASSOCIATION; and NEVADA
ASSOCIATION SERVICES, INC.,

16 Defendants.
17

Case No.: 2:17-cv-00694- JAD-PAL

**STIPULATION AND ORDER FOR
DISMISSAL WITHOUT PREJUDICE OF
NEVADA ASSOCIATION SERVICES,
INC.**

ECF No. 38

18
19 Plaintiff, Deutsche Bank National Trust Company, as Indenture Trustee of the Aames
20 Mortgage Investment Trust 2004-1, (hereinafter "Deutsche Bank"), by and through its attorneys
21 of record, Dana Jonathon Nitz, Esq. and Yanxiong Li, Esq. of the law firm of Wright, Finlay &
22 Zak, LLP, and Defendant, Nevada Association Services, Inc. ("NAS"), by and through its
23 attorneys of record, Christopher V. Yergensen, Esq. and Brandon E. Wood, Esq., hereby
24 stipulate and agree as follows:

25 WHEREAS the above-captioned action concerns an the homeowner's association
26 nonjudicial foreclosure sale on September 19, 2014 ("HOA Sale") involving certain real
27 property located in Clark County, Nevada, commonly known as 2776 Jupiter Creek Street, Las
28 Vegas, Nevada 89156 ("Property");

1 WHEREAS as a result of the HOA Sale, NAS collected proceeds in excess of the
2 Heritage Estates HOA (the "Association")'s statutory lien. Such proceeds, less fees and costs
3 incurred attempting to distribute the same, total \$80,625.07 (the "Excess Proceeds");

4 WHEREAS Deutsche Bank filed its Complaint on March 8, 2017, alleging several
5 causes of action against NAS in connection with the HOA Sale and the Property [ECF No. 1];

6 WHEREAS NAS hereby disclaims any interest in the Property and in the Excess
7 Proceeds;

8 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that the causes of
9 action in the Complaint against Defendant NAS is hereby dismissed without prejudice.

10 IT IS FURTHER STIPULATED AND AGREED that NAS agrees to distribute and
11 deliver Excess Proceeds to Deutsche Bank on or before October 11, 2017. Deutsche Bank
12 agrees to indemnify NAS, its officers, directors, employees, and/or agents from any and all
13 claims, injuries, damages, losses or suits, including attorney's fees, arising out of or in
14 connection with the distribution of the Excess Proceeds. Such agreement to indemnify shall be
15 limited to the amount of the Excess Proceeds distributed.

16 IT IS FURTHER STIPULATED AND AGREED that NAS shall be bound by any final
17 order, judgment or decree as to the validity and enforceability of the HOA Sale of the Property.

18 IT IS FURTHER STIPULATED AND AGREED that, in light of the unsettled law
19 regarding the claims alleged in this Action by Deutsche Bank against NAS ("Claims"), that:

- 20 1. The period of time commencing of **January 6, 2017 (the "Effective Date")** and ending
21 on the Termination Date (as that term is defined in paragraph 5 below), shall not be
22 included in determining the applicability of any statute of limitations, laches, or any
23 other defense based on lapse of time in any action or proceeding brought by Bank
24 against the NAS with respect to the Claims;
- 25 2. Except as is set forth in the preceding paragraph, nothing in this Stipulation shall
26 diminish or affect any defense available to any Party as of the date of this Stipulation,
27 and this Stipulation shall not be deemed to revive any claim that is or was already barred
28 as of the Effective Date, nor shall this Stipulation create any new claim against any Party

1 hereto. Nothing in this Stipulation, or in the circumstances that gave rise to this
2 Stipulation shall be construed as an acknowledgement by any Party that any claim has or
3 has not been barred, or is about to be barred, by the statute of limitations, laches, or other
4 defense based on the lapse of time;

5 3. This Stipulation shall not operate as an admission of liability by any Party. Neither this
6 Stipulation nor any action taken pursuant to this Stipulation shall be offered or received
7 in evidence in any action or proceeding as an admission of liability or wrongdoing by
8 any Party;

9 4. Any Party may terminate this Stipulation on thirty (30) days written notice to counsel for
10 the other Parties. The Termination Date shall be the first business day following thirty
11 (30) days after a Party has provided written Notice of Termination pursuant to this
12 paragraph;

13 5. This Stipulation comprises the entire agreement of the Parties with respect to the tolling
14 of any statute of limitations. This Stipulation may be modified, amended, or
15 supplemented only by a written instrument signed by all of the Parties;

16 IT IS FURTHER STIPULATED AND AGREED that NAS will provide to Deutsche
17 Bank's counsel, on or before October 30, 2017 each of the following:

- 18 1. NAS' lien, collection and foreclosure files, cover to cover, with respect to real
19 property commonly known as 2776 Jupiter Creek Street, Las Vegas, NV 89156;
- 20 2. All communications in NAS' possession by and between the parties of this action
21 with each other and with Deutsche Bank, and all persons or entities purporting to
22 act for Deutsche Bank, before and after the NAS Sale conducted on September
23 19, 2014;

24 IT IS FURTHER STIPULATED AND AGREED that upon request by Deutsche Bank or
25 its successor-in-interest, NAS shall produce a knowledgeable witness for deposition regarding
26 the facts and circumstances in this case. Deutsche Bank or its successor-in-interest shall provide
27 NAS with at least 30 days' notice of the deposition and coordinate the time, date and location
28 with NAS;

1 IT IS FURTHER STIPULATED AND AGREED that each side will bear its own
2 attorney's fees and costs.

3 IT IS SO STIPULATED AND AGREED.

4 WRIGHT, FINLAY & ZAK, LLP

5 /s/ Yanxiong Li, Esq.

6 Dana Jonathon Nitz, Esq.

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7 Yanxiong Li, Esq.

8 Nevada Bar No. 12807

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9 Las Vegas, Nevada 89117

10 *Attorneys for Plaintiff, Deutsche Bank*

National Trust Company, as Indenture

11 *Trustee of the Aames Mortgage Investment*

12 *Trust 2004-1*

NEVADA ASSOCIATION SERVICES, INC.

/s/ Brandon E. Wood, Esq.

Christopher V. Yergensen, Esq.

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6224 W. Desert Inn Rd.

Las Vegas, NV 89146

13 *Attorneys for Defendant, Nevada Association*

14 *Services, Inc.*

15 **ORDER**

16 Based on the foregoing Stipulation by and between the parties, and good cause
17 appearing, IT IS SO ORDERED.

18 Dated: 10-10-17

19 
UNITED STATES DISTRICT COURT JUDGE